

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Crossroads Strategies LLC 800 N. Capitol Street NW, Suite 800, Washington, DC 20002	2. Registration No. <div style="font-size: 2em; font-family: cursive;">6508</div>
3. Name of Foreign Principal Government of Victoria, Australia	4. Principal Address of Foreign Principal 1 Spring Street Melbourne VIC 3000 Australia

5. Indicate whether your foreign principal is one of the following:

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Department of Economic Development, Jobs, Transport and Resources

b) Name and title of official with whom registrant deals
 Karen Loughran, Director of Defence and Aerospace

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

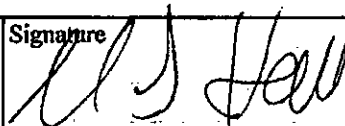
In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A Name and Title

1/18/18

G. Stewart Hall, Chairman/Managing Director

Signature



U.S. Department of Justice
Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Crossroads Strategies LLC

2. Registration No.

6508

3. Name of Foreign Principal
Government of Victoria, Australia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- See attached contract.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached contract.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

In conjunction with the Victorian Government Business Office, work to develop a communications strategy targeted at U.S. companies illustrating the opportunities available and the appeal of investing in Victoria, Australia; arrange and attend meetings between the aforementioned companies and representatives of the Government of Victoria, Australia.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 1/18/18	Name and Title G. Stewart Hall, Chairman/Managing Director	Signature 
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ADDENDUM A



**Department of Economic Development,
Jobs, Transport & Resources**

*[DED-JTR Agreement for the Provision of Services - Engagement Letter
Print on Departmental Letterhead. To be accompanied by Terms & Conditions as Attachment 3]*

Crossroads Strategies LLC
440 First Street NW
Washington, DC 20001
USA

1 February 2017

Dear Shay M. Hancock,

Engagement for provision of services: Lead Engagement Services for the State of Victoria, Australia

I refer to your proposal dated 31 January 2017 in relation to the provision of Lead Engagement services (the Services) to the Department of Economic Development, Jobs, Transport and Resources (the Department).

The Department is pleased to offer to engage you to provide the Services as further described in Attachment 1 (Scope of Services) on the basis set out in this Engagement Letter and the accompanying Terms & Conditions (together the Agreement). The details of the engagement will be as follows:

Service Provider: Crossroads Strategies LLC

Commencement Date: 1 February 2017

Completion Date: When Statement of Work outlined in your letter is completed to the Department's satisfaction.

Fees: The Fees will be payable in accordance with Attachment 2 (Payment Terms)

Please confirm your acceptance of the proposed engagement by countersigning the enclosed duplicate copy of this letter where indicated and returning it to Ms. Karen Loughran by no later than 2 February 2017.

Yours sincerely

Mr. Michael Kapel
Commissioner to the Americas

Victorian Government Business Office
575 Market Street, Ste 375
San Francisco, CA 94105

Attachments:

1. Attachment 1 – Scope of Services
2. Attachment 2 – Payment Terms
3. Attachment 3 – Terms & Conditions



ADDENDUM A



Department of Economic Development,
Jobs, Transport & Resources

As duly authorised representative of the Service Provider, I accept the terms of this Agreement for and on behalf of the Services Provider:

Signature:

A handwritten signature in black ink, appearing to read "SHAY HANCOCK".

Name:

SHAY HANCOCK

Title:

SENIOR PARTNER

Date:

02/01/2018



ADDENDUM A



**Department of Economic Development,
Jobs, Transport & Resources**

ATTACHMENT 1 – SCOPE OF SERVICES

The services to be provided by the Service Provider are as follows:

STATEMENT OF WORK. A specific action plan will be created and tailored to the specific needs of the Victorian Government Business Office. Crossroads Strategies will provide the following services to the Victorian Government Business Office.

1. Assign a dedicated Crossroads Strategies representative to liaise with the Victorian Government Business Office.

This personal shall be Sarah Gilmore.

2. Establish and Finalize a Prospect List – weeks 1 – 6, following engagement

- Conduct market research, utilizing existing marketing materials on the Victorian Defence sector, as well as materials such as the 2016 Defence White Paper, to better understand the State of Victoria, as well as your identified initiatives and future goals.
- Identify and compile a qualified list of prospective US defence companies and their relevant contacts likely to find investment in Victoria attractive.

Selection criteria for a company's inclusion in the qualified prospect list include:

- Company is reputable, is known to create highly skilled jobs and has a significant market share in their sector.
 - Company has a solid operating and financial track record. Yearly revenue show growth and profitability.
 - Company is financially able to expand internationally without the requirement of government support.
 - There is evidence the company is considering an expansion or has a business need to expand.
 - Company has experience with foreign direct investment and/or had executed global expansions elsewhere.
 - Company has an obvious market in Australia.
 - Company can benefit by being in closer proximity to existing clients and/or suppliers already in Australia.
 - Company is active in a link of the sector value chain that is in demand by existing targeted sectors in Victoria.
 - Company has necessary capitalization or access to capital.
 - Company is approved by the Victorian Government Business Office
- Work in collaboration with Karen Loughran, Director of Defence and Aerospace, and other team members at the Victorian Government Business Office to refine the target list.
 - Develop a lead engagement communication strategy.
 - Crossroads Strategies will work with the Victorian Government Business Office to develop a clear and succinct message to illustrate the opportunities available and the appeal of investing in Victoria, Australia.

3. Conduct Outreach and Schedule Meetings –following engagement.

- Crossroads Strategies will not begin outreach activity until the qualified prospect list has been approved in writing by the Victorian Government Business Office.
- Secure meetings for Victorian Government Business Office representatives with key senior executives and/or decision-makers with at least three (3) A Level qualified U.S. investment leads.

An A Level U.S. investment leads must meet the following criteria:

- US Company that wishes to expand to Australia with Victoria as a possible investment location.
 - Company expansion has a clear timeframe for completion (12-24 months).
 - Company expansion involves an identifiable product or service.
 - Company has sufficient size, both in capital and management capabilities to proceed with the investment.
 - Company willingness to meet with a Victorian Government Business Office representative.
 - Company budget is available for expansion project.
 - Jobs will be created as a result of the expansion.
- Once a meeting has been confirmed, Crossroads Strategies will create a detailed company profile and provide this information to the Victorian Government Business Office.
 - Facilitate introductions between Victorian representatives and key senior executives as well as attend meetings when requested.
 - Provide meeting summaries and follow up where appropriate.

ADDENDUM A



**Department of Economic Development,
Jobs, Transport & Resources**

ATTACHMENT 2 – PAYMENT TERMS

1. The Fees payable to the Service Provider in respect of the Services will \$10,000 USD.

The total Fees payable to the Service Provider under this Agreement must not exceed \$10,000 USD.

The Fees will be paid , by check, wire transfer, or direct debit within 15 days of receipt, a fee of \$10,000 (U.S.), upon successful completion of the Statement of Work.

2. Subject to the Terms & Conditions, the Department will pay the Service Provider within fifteen (15) days of the submission of each invoice specifying in detail (to the satisfaction of the Department) the Services which have been performed and the Fees and expenses incurred in accordance with the Agreement.



ADDENDUM B

**Department of Economic Development,
Jobs, Transport & Resources**

**Agreement for Professional
Services – United States of
America**

Lead Engagement Services for the State of Victoria, Australia

THE STATE OF VICTORIA

as represented by its

**DEPARTMENT OF ECONOMIC DEVELOPMENT, JOBS,
TRANSPORT AND RESOURCES**

AND

Crossroads Strategies LLC

Instructions for use of this document

1. Before attaching this document to any RFT or sending to an external party:
 - Review all instructional "notes" and remove all yellow highlighting; and
 - Complete all variable fields (highlighted grey) except those related to a specific service provider / tenderer (which are to be completed upon appointment of a preferred bidder).
2. DO NOT cut and paste the Agreement into the RFT document. The Agreement should be sent as a separate file that accompanies the RFT - otherwise all formatting in the Agreement and RFT may be corrupted.
3. Consult with DEDJTR Legal if you require any assistance with this document.
4. Terms and conditions in clauses 1-23 must not be amended without DEDJTR Legal approval.
5. The date (on page 3) should be completed by hand upon signing by the Department.



DEDJTR (Standard Form) Agreement for Professional Services

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DEDJTR (Standard Form) Agreement for Professional Services

DATE

PARTIES

This Agreement is made between and binds the following parties:

Name: The Crown in right of the State of Victoria (State) as represented by its Department of Economic Development, Jobs, Transport and Resources (Department).

AND

Name: The service provider as described in Schedule 1 (Agreement Details) to this Agreement (Service Provider).

BACKGROUND

- A. The Service Provider, at the request of the Department, has agreed to provide the Services to the Department.
- B. The Department has agreed to engage the Service Provider to provide the Services subject to the terms of this Agreement.
- C. This Agreement is legally binding upon the Service Provider and the Department.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Commencement Date means the date, if any, set out in Schedule 1 (Agreement Details);

Completion Date means the date set out in Schedule 1 (Agreement Details) as may be extended by the Department under clause 3;

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Service Provider in the course of providing the Services but does not include the Service Provider's internal working documents;

Department's Representative means the person set out in Schedule 1 (Agreement Details) or the person from time to time acting in his or her position or nominee in his or her absence as the representative of the Department for the purposes of this Agreement;

Fees means the moneys to be paid to the Service Provider in consideration for performance of the Services as designated in Schedule 3 (Payment Terms);



DEDJTR (Standard Form) Agreement for Professional Services

Information Privacy Principles means the principles so identified and set out in the *Information Privacy Act 2000* (Vic);

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Laws means:

- (a) the law in force in the District of Columbia and the federal laws of the United States of America; and
- (b) ordinances, regulations and by-laws of relevant government, semi-government or local authorities;

Pre-Existing Intellectual Property means any and all Intellectual Property Rights in any works, items or systems which are the property of the Service Provider and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services;

Required Insurances means each of the insurances, if any, described in Schedule 1 (Agreement Details);

Services means the services described in Schedule 2 (Services);

Service Provider's Representative means the person set out in Schedule 1 (Agreement Details) as the representative of the Service Provider for the purposes of this Agreement;

Term means period from the Commencement Date until the Completion Date as may be extended by the Department under clause 3.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting one gender (including neutral pronouns) include the others;
- (c) "dollars" or "\$" is a reference to the lawful currency of Australia and "US dollars" or "US\$" is a reference to the lawful currency the United States of America;
- (d) the words "include", "includes" or "including" are to be read as if followed by the words "without limitation";
- (e) words denoting persons include a partnership and a body whether corporate or otherwise;
- (f) references to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure to this Agreement;
- (g) a cross-reference to a clause number is a reference to all its sub-clauses;
- (h) the annexures and schedules to this Agreement and any documents included by reference in this Agreement must be incorporated into and be read and construed as part of this Agreement;

DEDJTR (Standard Form) Agreement for Professional Services

- (i) if a word is defined, other parts of speech and grammatical forms have corresponding meanings;
- (j) "document" has the same meaning as given in the *Evidence Act 1958 (Vic)* as amended from time to time;
- (k) references to a party to this Agreement includes the executors, administrators, successors and permitted assigns of that party;
- (l) if a party to this Agreement consists of more than one person those persons must be jointly and severally bound under this Agreement;
- (m) any remedy, power or entitlement given to the Department in any clause of this Agreement is in addition to any remedy, power or entitlement which the Department may have under any other clause or clauses of this Agreement or under any Law;
- (n) clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (o) in the interpretation of these terms, no rule of construction will apply to disadvantage a party because that party proposed a provision of these terms; and
- (p) any ambiguity or inconsistency in the documents comprising this Agreement must be referred to the Department's Representative who will determine the interpretation that prevails.

1.3 Precedence of documents

To the extent of any inconsistency, the documents comprising this Agreement must be read in the following order of precedence:

- (a) these terms and conditions;
- (b) Schedule 1 (Agreement Details);
- (c) Schedule 2 (Services);
- (d) Schedule 3 (Payment Terms);
- (e) Annexure A (Services Brief); and
- (f) the remaining Schedules and Annexures to this Agreement.

2. SERVICES

2.1 The Service Provider must provide the Services to the Department in accordance with the terms of this Agreement.

2.2 In performing its obligations under this Agreement, the Service Provider must:

- (a) exercise due care, skill and judgement and at all times act in accordance with professional principles and the standards of a competent professional provider of services similar to the Services;
- (b) ensure that the Services are adequate and suitable for the purposes for which they are required; and
- (c) ensure that any person employed or engaged by the Service Provider to perform any Services under this Agreement possesses adequate levels of skill and experience to perform those Services.

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3. TERM

3.1 Subject to the provisions of this Agreement the Service Provider must:

- (a) commence the Services by the Commencement Date and complete the Services by the Completion Date; and
- (b) submit all reports and complete the particular tasks which constitute part of the Services on or before any dates specified in this Agreement for submission of reports or completion of tasks.

3.2 The Department may, in its absolute discretion, extend the dates for the submission of reports or the completion of tasks.

3.3 The Department may in its absolute discretion, by notice in writing to the Service Provider, extend the Completion Date.

3.4 Unless otherwise agreed in writing by the Department, an extension to the dates for submission of reports or the completion of tasks, or the Completion Date under this clause 3 will not entitle the Service Provider to claim an adjustment to the Fees or relieve the Service Provider of its obligations under this Agreement.

4. PAYMENT

4.1 In consideration of the performance by the Service Provider of its obligations arising under this Agreement, and subject to:

- (a) the Department being satisfied with the manner in which the Services are being provided; and
- (b) acceptance by the Department that each milestone (where specified) has been achieved by the date relevant to that milestone as set out in Schedule 3 (Payment Terms).

the Department will pay the Fees to the Service Provider for the Services in accordance with the terms set out in Schedule 3 (Payment Terms).

4.2 Unless expressly provided otherwise in Schedule 3 (Payment Terms), the Fees are inclusive of all costs and expenses that may be incurred by the Service Provider, whether foreseen or unforeseen including insurance, duties, imposts and taxes.

4.3 Invoices must comply with the requirements of all applicable Laws and specify:

- (a) the name of the Department's Representative and the Department's reference number;
- (b) the Fees due to the Service Provider and the basis for their calculation;
- (c) date of delivery of the Services to which the invoice relates;
- (d) a description (including quantity where relevant) of the Services delivered;
- (e) if a discount is applicable, the discounted price; and

DEDJTR (Standard Form) Agreement for Professional Services

(f) the Service Provider's address for payment.

4.4 Payment of an invoice is not:

- (a) evidence or an admission that the Services have been provided in accordance with the Agreement;
- (b) evidence of the value of the Services;
- (c) an admission that the Services invoiced were satisfactorily performed or the expenses reimbursed properly incurred;
- (d) an admission of liability; or
- (e) acceptance or approval of the Service Provider's performance,

but must be taken only as a payment on account.

4.5 The Department may set off against any sum owing to the Service Provider any amount owing by the Service Provider to the Department.

4.6 The Department will, on receipt of a written notice from the Service Provider, to be clearly headed "Fair Payments Policy - Penalty Interest Claim", pay simple interest on any Overdue Amount (for the period from the date of receipt of the notice until the date of payment) at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).

4.7 For the purposes of clause 4.6, "Overdue Amount" means an amount (subject to clauses 4.5 and 4.8) that has been outstanding for more than thirty (30) days from the date of receipt by the Department of the invoice properly rendered by the Service Provider and:

- (a) that is due and owing under that invoice; and
- (b) that is not disputed by the Department within thirty (30) days of the receipt of the invoice. A dispute of an invoice under this clause may relate to:
 - (i) the amount owing; or
 - (ii) the adequacy of the Services provided for which payment has been sought.

4.8 The Department will, from the date of resolution of any dispute for which payment has been delayed under clause 4.7(b), have a further thirty (30) days in which to pay the amount agreed or determined to be owing to the Service Provider, after which time, such amount will be deemed to be an "Overdue Amount for the purposes of clause 4.6 and the Service Provider may serve a notice to the Department in accordance with clause 4.6.

4.9 No interest will be payable under clause 4.6 unless the written notice is received by the Department within thirty (30) days from the expiration of the thirty (30) day period stated in clause 4.7.

4.10 The Service Provider's written notice under clause 4.6 must be addressed and delivered in accordance with the provisions of clause 22 of this Agreement to the Department's Representative.

DEDJTR (Standard Form) Agreement for Professional Services

4.11 Sub-clauses 4.6, 4.7, 4.8, 4.9 and 4.10, apply only if:

- (a) the Victorian Government Fair Payments Policy is applicable to this Agreement; and
- (b) the Fees do not exceed \$3,000,000.

5. REPRESENTATIVES

- 5.1 The Department appoints the Department's Representative, as the person with whom the Service Provider or the Service Provider's Representative is to consult at all times and whose instructions, requests and decisions are, subject to clause 5.2, binding upon the State as to all matters pertaining to this Agreement.
- 5.2 The powers and functions of the Department under clauses 7.3, 8.3(b), 17.1, 18.2, 23.4, 23.5 and 23.6 must be carried out by the relevant Minister, the signatory to this Agreement for the Department or person acting in the equivalent position to the signatory or any person senior in line management.
- 5.3 The Service Provider appoints the Service Provider's Representative as the person with whom the Department or the Department's Representative is to consult at all times and whose decisions are binding upon the Service Provider as to all matters pertaining to this Agreement.

6. REVIEW AND CONSULTATION

- 6.1 The Service Provider must:
 - (a) supply to the Department such documents and information with respect to the progress of the Services as it may from time to time require;
 - (b) provide the Department such information reasonably required for the purpose of supervising or reviewing the provision of the Services;
 - (c) co-operate with the Department, its employees, subcontractors and agents in relation to the provision of the Services; and
 - (d) co-operate with other persons authorised by the State to carry out work or assist in any way in connection with the Services.
- 6.2 Nothing in clause 6.1 limits the Service Provider's obligations under this Agreement.

7. PERSONAL SERVICES

- 7.1 If the Department and the Service Provider have agreed in writing (as set out in this Agreement or otherwise) that some or all of the Services are to be performed by a specified person or persons, then:
 - (a) the Service Provider must ensure that the Services or that part of the Services is performed by the person or persons specified; and
 - (b) the Service Provider may only remove or replace such persons with the consent of the Department which will not be unreasonably withheld.

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- 7.2** The Department reserves the right to require the removal or replacement at any time on fourteen (14) days notice without giving any reason, of any person working for or provided by the Service Provider who, in the reasonable opinion of the Department, does not perform in a satisfactory manner or is otherwise considered unacceptable. Such removal or replacement in accordance with this clause or any withholding of approval by the Department of the Service Provider's proposed replacement personnel must not limit the Service Provider's obligations under this Agreement.
- 7.3** If the Service Provider, pursuant to exercising its right under clause 7.1(b), is unable to provide replacement personnel reasonably acceptable to the Department within sufficient time to enable the Service Provider to complete the Services as provided for by this Agreement, then the Department may terminate the Agreement upon seven (7) days written notice whereupon clauses 18.3 and 18.4 will apply.
- 8. CONFLICT OF INTEREST**
- 8.1** The Service Provider warrants that to the best of its knowledge and belief having made all diligent inquiries, no conflict of interest exists in relation to this Agreement or is likely to arise during the Term.
- 8.2** The Service Provider must promptly inform the Department of any matter connected with this Agreement that may give rise to an actual or potential conflict of interest at any time during the Term.
- 8.3** Should the Service Provider inform the Department of an actual or potential conflict of interest or the Department otherwise becomes aware of an actual or potential conflict of interest, the Department may:
- (a) by written notice to the Service Provider, seek the prompt removal of that conflict with the failure to do so constituting a breach of this Agreement; and/or
 - (b) immediately terminate this Agreement by notice in writing, whereupon the provisions of clauses 18.3 and 18.4, will apply.
- 8.4** Information provided by the Service Provider under clause 8.2 will be treated as commercial-in-confidence by the Department.

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9. CONFIDENTIALITY

- 9.1** The Service Provider must not communicate, publish or release or permit the communication, publication or release of any information, data or document acquired, collated or developed for the purpose of or in connection with the Services except:
- (a) to the Department;
 - (b) for the purpose of or in connection with the performance of the Service Provider's obligations pursuant to the terms of this Agreement;
 - (c) to the Service Provider's lawyers or other professional advisers that are under a duty of confidentiality;
 - (d) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
 - (e) where the disclosure is required by Law.
- 9.2** The Service Provider must, if requested by the Department, procure from the persons employed or engaged by it to perform the Services a like undertaking of confidentiality to that contained in clause 9.1.
- 9.3** Where in the conduct of, or for the purposes of, the Services the Service Provider desires to engage the services of another party, not being an employee or agent of the Service Provider, and it is necessary for the purposes of that engagement to disclose information the subject of clause 9.1 to that other party, no such disclosure may be made unless:
- (a) that other party undertakes to the Department that it will maintain the confidentiality of the information in like terms to that required by clause 9.1; and
 - (b) the consent in writing of the Department is first obtained.
- 9.4** The Service Provider will be responsible for and must take all reasonable measures to ensure the security of the information referred to in clause 9.1 for so long as that information is or should properly be within its control, and in so doing must ensure that at all times it is protected from access, use or misuse, damage or destruction by any person not authorised by this Agreement to have access to that information.
- 9.5** On or before the expiry of the Term, the Service Provider if so directed by the Department must subject to clause 9.6:
- (a) deliver to the Department all information, documents and other material received from or through the Department;
 - (b) delete and render irrecoverable any form of electronic or other record and information or program and shred and dispose of all documents and materials whether original or copy that were created, collected or otherwise received in the course of this Agreement or pursuant to its terms and which contain:
 - (i) details relating to the formulation of government policy or otherwise in relation to the deliberative processes involved in the

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functions of the Department or State Government agency or Minister;

- (ii) details regarding the personal affairs of any person;
- (iii) details regarding the commercial operations of the Department, State or other entity;
- (iv) information relating to litigation, a dispute or potential litigation or dispute;
- (v) information conveyed in confidence or which by its nature would reasonably be regarded as confidential; or
- (vi) any information that would be exempt from release (if in the possession of the Department) within the meaning of the *Freedom of Information Act 1982* (Vic).

9.6 The Service Provider may, for its own internal purposes, retain its working papers prepared in connection with the Services and a copy of the reports, advice and other deliverables provided to the Department in accordance with this Agreement, subject to maintaining the confidentiality obligations set out in this clause 9.

9.7 The Service Provider consents to the Department publishing (on the internet or otherwise) the name of the Service Provider and the actual or estimated contract value together with conditions of this Agreement generally.

10. INTELLECTUAL PROPERTY AND MORAL RIGHTS

10.1 The Service Provider warrants to the Department that it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services.

10.2 Subject to clauses 10.4 and 10.5, all Contract Intellectual Property vests in and is the property of the Department from the time of its creation. The Service Provider hereby irrevocably and unconditionally assigns to the Department, free of additional charge, all of its right, title and interest in and to the Contract Intellectual Property, and the Service Provider must sign all documents and do all things reasonably required to ensure that such assignment is effected.

10.3 The Service Provider must procure from all of its employees, contractors, subcontractors and agents and other third parties who are authors or makers of any Contract Intellectual Property (and must procure that any contract with any third party for the creation of any Contract Intellectual Property includes a provision that requires such person to obtain from its employees, contractors, subcontractors and agents) a written assignment of all Intellectual Property Rights of the employee, subcontractor or agent in the Contract Intellectual Property as necessary to give effect to clauses 10.1 and 10.2, and a written consent from all individuals involved in the creation of any Contract Intellectual Property irrevocably consenting to the Department exercising its rights in the Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals.

10.4 All Pre-Existing Intellectual Property used and identified to the Department by the Service Provider in connection with the provision of the Services or the

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creation of Contract Intellectual Property remains the property of the Service Provider or its licensors.

- 10.5 The Service Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property for its own purposes to the extent that such Pre-Existing Intellectual Property forms part of, or is integral to, any works or other items created by the Service Provider in connection with the provision of Services or the creation of Contract Intellectual Property.

11. NEGATION OF EMPLOYMENT

- 11.1 The Service Provider is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Service Provider as an agent or employee of the Department, and the Service Provider will not have any authority to incur and must not incur any obligation or make or purport to make any representation on behalf of the Department except with the express written instructions of the Department.
- 11.2 The Service Provider is responsible for all matters requisite as employer or otherwise in relation to any employees, contractors, subcontractors, agents and other third parties who are engaged by the Service Provider.

12. INDEMNITY AND RELEASE

- 12.1 The Service Provider releases and indemnifies the Department, its employees, contractors, subcontractors and agents against any:

- (a) cost or liability incurred by the Department;
- (b) loss of or damage to the Department's property; or
- (c) loss or expense incurred by the Department in dealing with any claim against the Department, including legal costs and expenses on a solicitor/own client basis and a cost of time spent, resources used, or disbursements paid by the Department;

arising from:

- (d) any act or omission by the Service Provider, or any of the Service Provider's employees, contractors, subcontractors or agents in connection with the Services or this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
- (e) any breach by the Service Provider of this Agreement; or
- (f) the use by the Department, its employees, contractors, subcontractors and agents of reports or other material provided under this Agreement, including any claims by third parties about the ownership or right to use Intellectual Property in the reports or material,

except to the extent that the Department or its employees, contractors, subcontractors or agents has caused or contributed to such cost, loss, damage, or liability.

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13. RECORDS

13.1 The Service Provider must, for a period of seven (7) years after the Services have been completed:

(a) institute and maintain proper books of account and operating records necessary to afford a correct record and explanation of all claims for payment made by the Service Provider under this Agreement and all expenditure by the Service Provider of moneys received by it from the Department under this Agreement; and

(b) permit the Department's Representative or any person authorised by the Department access at all reasonable times to:

(i) all relevant operating records necessary to establish that all claims for payment made by the Service Provider and all moneys paid to the Service Provider under the terms of this Agreement are or have been properly accounted for; and

(ii) any documents produced in connection with the Services.

13.2 The Service Provider must cooperate with any person referred to in clause 13.1(b) to ensure an effective review and/or inspection can be conducted and must provide any information in the possession or control of the Service Provider reasonably sought by such person concerning the performance of the Services.

14. COMPLIANCE WITH LAWS AND POLICIES

14.1 The Service Provider must observe all Laws and such relevant State Government policies as may be notified by the Department to the Service Provider.

14.2 If the Service Provider is performing functions and duties on behalf of the Department, and the Service Provider or any of its employees, contractors, subcontractors or agents are based at the Department's premises, the Service Provider and its employees, contractors, subcontractors and agents must, throughout the Term, observe the Code of Conduct (for Victorian Public Sector Employees) and such other relevant State Government policies as may be notified by the Department to the Service Provider.

14.3 The Service Provider acknowledges that the Department requires continuity in the provision of the Services at all times during the Term. The Service Provider must maintain all reasonable business continuity management measures to ensure continuity of the Services. If requested by the Department, the Service Provider must demonstrate the measures implemented by the Service Provider to ensure continuity of the Services including promptly providing a copy of the Service Provider's business continuity plan, disaster recovery plan and any other relevant documents.

15. PRIVACY

15.1 The Service Provider acknowledges and agrees that it will be bound by the Information Privacy Principles and/or any applicable code of practice as the Department may have approved under the *Information Privacy Act 2000* with respect to any act done or practice engaged in by the Service Provider for the purposes of this Agreement in the same way and to the same extent as the

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Department would have been bound by the Information Privacy Principles or any such applicable code of practice in respect of that act or practice had it been directly done or engaged by the Department.

16. NOT USED

17. TERMINATION FOR CONVENIENCE

17.1 The Department may at any time, upon giving fourteen (14) days notice in writing to the Service Provider, terminate the Agreement or reduce the scope of Services to be provided under this Agreement.

17.2 If the Department has served a notice under clause 17.1:

- (a) the Service Provider must cease work according to the notice and must immediately do everything possible to mitigate any losses; and
- (b) the Department will only be liable to pay the Service Provider for:
 - (i) the Services carried out prior to the date of termination; and
 - (ii) an amount equal to the extra costs necessarily incurred by the Service Provider as a direct result of the termination and which the Department assesses as fair and reasonable to cover the reasonable actual costs incurred or committed by the Service Provider (as a binding legal contractual commitment) prior to the date of the notice to terminate.

provided always that the Service Provider will not be entitled to any other compensation whatsoever in respect of the termination of this Agreement, including for loss of prospective profits or income foregone whether with respect to the Services under this Agreement or otherwise.

17.3 The total of all moneys payable by the Department to the Service Provider (pursuant to clause 17.2 or otherwise in connection with this Agreement or the Services) must not exceed the full Fees that would have applied to the Services as provided in Schedule 3 (Payment Terms).

17.4 If the Department has served a notice pursuant to clause 17.1, the Service Provider must, on demand by the Department, repay to the Department such monies advanced or paid to the Service Provider in respect of which at the date of such notice, the Service Provider has not yet performed the Services.

17.5 On termination of this Agreement the Service Provider must within seven (7) days after receipt of a request by the Department, deliver to the Department all the documents and other material produced by the Service Provider in connection with the Agreement subject to the Service Provider's right to retain working papers as set out in clause 9.6.

18. TERMINATION FOR BREACH

18.1 If the Service Provider commits a breach of this Agreement, whether by failing to perform any part of the Services, failing to comply with any requirement or condition of this Agreement or otherwise, the Department must, before exercising any rights the Department may have under this Agreement or otherwise in respect of such a breach, give written notice to the Service Provider specifying the breach and directing its rectification in the period

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specified in the notice, not being a period less than fourteen (14) days from the date of service of the notice.

18.2 If the Service Provider:

- (a) fails to rectify the breach within the period specified in the notice issued under clause 18.1; or
- (b) commits a material breach of this Agreement and in the reasonable opinion of the Department such breach cannot be remedied; or
- (c) being a partnership, company or other composite body undergoes a change in its structure which, in the reasonable opinion of the Department, limits the capacity of the Service Provider to provide Services or precludes the Service Provider from carrying out its obligations and duties under this Agreement; or
- (d) goes into liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors,

the Department may immediately terminate the Agreement or any part thereof by notice in writing to the Service Provider.

18.3 Any termination by the Department of the Agreement pursuant to clauses 7.3, 8.3(b) or 18.2 is without prejudice to any other right of the Department, and without liability to pay damages, compensation or any other termination payment other than money properly due to the Service Provider for work performed or Services provided under the Agreement before the termination. In the event of termination under any of those clauses:

- (a) the Service Provider must repay moneys in accordance with clause 17.4 and return documentation and materials in accordance with clause 17.5 and 9.5; and
- (b) the Department may withhold payment of Fees that may be payable to the Service Provider pending completion of the Services by some other contractor or persons.

18.4 Should the Department incur an additional expense as a result of any breach of this Agreement by the Service Provider, including any expense involved in performing or completing the Services either by the Department or any other party, the amount of such additional expense, together with any other loss sustained by the Department will be a debt due from the Service Provider to the Department and, without prejudice to any other right of the Department, may be deducted from any Fees outstanding to the Service Provider.

19. DISPUTE

19.1 If either the Department or the Service Provider considers that there is a dispute or difference arising out of or relating to this Agreement (Dispute) the parties may adopt the procedure set out in this clause to resolve the Dispute. Notwithstanding the provisions in this clause, if the Services have not yet been completed, the Service Provider must at all times proceed to complete the Services and perform its obligations without delay.

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- 19.2** If the parties agree to adopt the procedures set out in this clause, either party within twenty-eight (28) days of the Dispute arising must send a notice to the other party specifying the detailed particulars of the matters in Dispute and its proposal for their resolution (Dispute Notice).
- 19.3** The Department's Representative (or other person authorised by the Department) and the Service Provider (or its Representative) must meet personally within two (2) working days (or other such period as agreed) after service of the Dispute Notice to attempt to resolve the Dispute on a basis consistent with a wish to retain a long term relationship between the parties.
- 19.4** If the parties are unable to resolve the Dispute within three (3) working days of the meeting referred to in clause 19.3 (or such longer period as may be agreed) the Dispute may, by agreement of the parties, be referred to mediation.
- 19.5** If the parties have agreed to mediation but are unable to agree on the appointment of a mediator (Mediator), the Mediator must be appointed by a retired state or federal judge affiliated with or employed by the applicable US city office of JAMS Endispute.
- 19.6** The Mediator must act as a mediator and not as arbitrator.
- 19.7** Unless otherwise agreed by the parties, the place of resolution of the Dispute will be in [insert name of applicable USA city].
- 19.8** The parties must, unless they agree otherwise, each bear their own costs and must contribute equally to the Mediator's costs.
- 19.9** Neither party may oppose an application for urgent interlocutory relief pending the resolution of a Dispute under this clause 19.
- 20. SUBCONTRACTORS**
- 20.1** The Service Provider must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.
- 20.2** If the Department has given written approval and the Service Provider subcontracts the performance of any part of the Services, the Service Provider remains fully responsible for:
- (a) all acts and omissions of its subcontractors as if they were the acts or omissions of the Service Provider; and
 - (b) carrying out the Services and complying with all obligations under this Agreement.
- 21. INSURANCE**
- 21.1** The Service Provider must effect and maintain each of the Required Insurances as set out in Schedule 1 (Agreement Details). The Required Insurances must be with a reputable insurer.
- 21.2** If the Required Insurances includes:

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- (a) *professional indemnity insurance*, the Service Provider must maintain the insurance from the date on which it commences the Services until seven (7) years after the Services have been completed or other period as may be accepted by the Department in writing; or
- (b) *comprehensive general liability insurance*, the Service Provider must maintain the insurance for the duration of the period in which the Services are provided; and
- (c) *workers compensation insurance*, the Service Provider must maintain workers compensation insurance for all employees or workers performing the Services on behalf of the Service Provider.

21.3 Upon request by the Department from time to time, the Service Provider must provide proof, by way of certificates of currency or other form as may be agreed by the Department, that the Required Insurances have been effected and maintained.

22. NOTICES

22.1 Any notice required by or permitted under this Agreement will be deemed to be duly served if delivered to:

- (a) the Department at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Department.
- (b) the Service Provider at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Service Provider to the Department.

22.2 Notices may be delivered by hand, by prepaid mail, or by facsimile or electronic mail and will be deemed to be duly served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by post, two business days after the date on which it was posted;
- (c) if sent by facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory; and
- (d) if sent by email, if the message is correctly addressed and successfully transmitted to that Party's email address, at the time that the sender's computer records that transmission was successful.

23. GENERAL

23.1 (Applicable Laws) Nothing in this Agreement is intended to affect or restrict in any way, the rights and obligations of parties under any applicable Laws which the parties are not permitted to contract out of.

23.2 (Entire Agreement) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties

DEDJTR (Standard Form) Agreement for Professional Services

with respect to the subject matter of this Agreement. If Annexure B (Service Provider's Proposal) contains terms and conditions that are not a description of the Services or how the Services will be carried out, such terms and conditions will not form part of this Agreement.

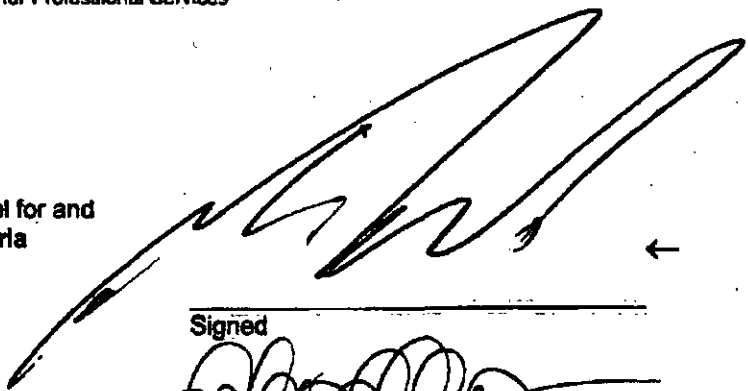
- 23.3 (Severance)** Each provision of this Agreement (and each part thereof) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.
- 23.4 (Waiver)** A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 23.5 (Variation)** No agreement or understanding varying or extending this Agreement including the Fees will be legally binding upon either party unless in writing signed by both parties.
- 23.6 (Assignment)** The Service Provider must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.
- 23.7 (Retrospectivity)** The parties agree that this Agreement will apply to any services in connection with the Services carried out by the Service Provider prior to the execution of this Agreement, as if those services had been carried out under this Agreement.
- 23.8 (Timely performance)** Time is of the essence in relation to the provision of Services under this Agreement.
- 23.9 (Counterparts)** This Agreement including any variations may be executed in counterparts. All counterparts together constitute one instrument.
- 23.10 (Governing Law & Jurisdiction)** This Agreement will be governed by the laws of the State of [insert name of appropriate USA State] and the federal laws of the United States of America. The parties submit themselves to the jurisdiction of the courts in the State of [insert name of appropriate USA State].
- 23.11 (Survival)** Each of clauses 1, 9, 10, 11, 12, 13, 15.1, 17.5, 18.3, 18.4, 21.2 and 23 survive the termination or expiry of this Agreement.

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EXECUTION PAGE

Executed as an Agreement.

Executed by Mr. Michael Kapel for and
on behalf of the State of Victoria
in the presence of:



Signed

J. Loscelles

Name of Witness


Signature of Witness

Executed by Crossroads Strategies
LLC

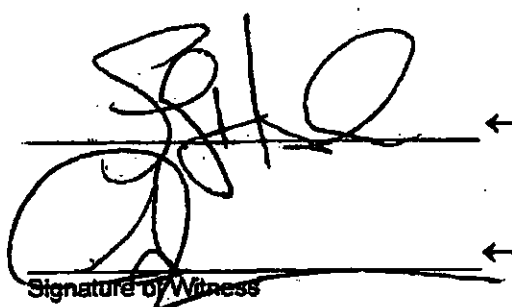
in the presence of

SHAY HAWCOCK

Print Name of Partner authorised to sign
on behalf of Crossroads Strategies

SARAH Gilmore

Print Name of Witness


Signature of Witness

DEDJTR (Standard Form) Agreement for Professional Services

SCHEDULE 1 – AGREEMENT DETAILS

Service Provider Details	Name: Crossroads Strategies LLC. ABN: N/A
Service Provider's Representative: (Clause 5.3)	Name: Sarah Gilmore
Service Provider's Address for Service: (Clause 22.1)	Postal address: 440 First Street NW, Ste 440, Washington, DC 20001
Department's Representative: (Clause 5.1)	Name: Karen Loughran Phone: +1 703 684 4487
Department's Address for Service: (Clause 22.1)	Postal address: 1940 Duke Street, Ste 200, Alexandria, VA 22314 Email: karen.loughran@ecodev.vic.gov.au
Commencement Date: (Clause 3.1)	1 February 2017
Completion Date: (Clause 3.1)	When the Statement of Work outlined in the Scope of Services in Addendum A is completed to the satisfaction of the Department.
Further terms (Clause 3.3)	
Required Insurances: (Clause 21)	1. <i>Professional indemnity insurance or Comprehensive General Liability Insurance</i> in an amount not less than \$5 million per occurrence. 2. <i>Workers Compensation Insurance</i> as mandated under applicable state law.

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SCHEDULE 2 -- SERVICES

1. The Service Provider must carry out the Services:
 - (a) as described in the Services Brief produced by the Department entitled Statement of Work extracted at Annexure A; and
 - (b) in accordance with Service Provider's Proposal to the Department dated 31 January 2017 extracted at Annexure B.

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SCHEDULE 3 – PAYMENT TERMS

1. The Fees payable to the Service Provider in respect of the Services will \$10,000 USD.
The total Fees payable to the Service Provider under this Agreement must not exceed \$10,000 USD.
The Fees will be paid , by check, wire transfer, or direct debit within 15 days of receipt, a fee of \$10,000 (U.S.), upon successful completion of the Statement of Work.
2. Subject to the Terms & Conditions, the Department will pay the Service Provider within fifteen (15) days of the submission of each invoice specifying in detail (to the satisfaction of the Department) the Services which have been performed and the Fees and expenses incurred in accordance with the Agreement.

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ANNEXURE A – SERVICES BRIEF

STATEMENT OF WORK. A specific action plan will be created and tailored to the specific needs of the Victorian Government Business Office. Crossroads Strategies will provide the following services to the Victorian Government Business Office.

1. Assign a dedicated Crossroads Strategies representative to liaise with the Victorian Government Business Office.

This person shall be Sarah Gilmore.

2. Establish and Finalize a Prospect List – weeks 1 – 6, following engagement

- Conduct market research, utilizing existing marketing materials on the Victorian Defence sector, as well as materials such as the 2016 Defence White Paper, to better understand the State of Victoria, as well as your identified initiatives and future goals.
- Identify and compile a qualified list of prospective US defence companies and their relevant contacts likely to find investment in Victoria attractive.

Selection criteria for a company's inclusion in the qualified prospect list include:

- Company is reputable, is known to create highly skilled jobs and has a significant market share in their sector.
 - Company has a solid operating and financial track record. Yearly revenue show growth and profitability.
 - Company is financially able to expand internationally without the requirement of government support.
 - There is evidence the company is considering an expansion or has a business need to expand.
 - Company has experience with foreign direct investment and/or had executed global expansions elsewhere.
 - Company has an obvious market in Australia.
 - Company can benefit by being in closer proximity to existing clients and/or suppliers already in Australia.
 - Company is active in a link of the sector value chain that is in demand by existing targeted sectors in Victoria.
 - Company has necessary capitalization or access to capital.
 - Company is approved by the Victorian Government Business Office
- Work in collaboration with Karen Loughran, Director of Defence and Aerospace, and other team members at the Victorian Government Business Office to refine the target list.
 - Develop a lead engagement communication strategy.
 - Crossroads Strategies will work with the Victorian Government Business Office to develop a clear and succinct message to illustrate the opportunities available and the appeal of investing in Victoria, Australia.
3. Conduct Outreach and Schedule Meetings –following engagement:
- Crossroads Strategies will not begin outreach activity until the qualified prospect list has been approved in writing by the Victorian Government Business Office.
 - Secure meetings for Victorian Government Business Office representatives with key senior executives and/or decision-makers with at least three (3) A Level qualified U.S. investment leads.

An A Level U.S. investment leads must meet the following criteria:

- US Company that wishes to expand to Australia with Victoria as a possible investment location.
- Company expansion has a clear timeframe for completion (12-24 months).
- Company expansion involves an identifiable product or service.
- Company has sufficient size, both in capital and management capabilities to proceed with the investment.
- Company willingness to meet with a Victorian Government Business Office representative.
- Company budget is available for expansion project.
- Jobs will be created as a result of the expansion.

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- Once a meeting has been confirmed, Crossroads Strategies will create a detailed company profile and provide this information to the Victorian Government Business Office.
- Facilitate introductions between Victorian representatives and key senior executives as well as attend meetings when requested.
- Provide meeting summaries and follow up where appropriate.

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ANNEXURE B – SERVICE PROVIDER'S PROPOSAL

Please refer to the attached letter from Crossroads Strategies dated 31 January 2017.



January 31, 2017

Ms. Karen Loughran
Director, Defence and Aerospace
Government of Victoria, Australia
1940 Duke Street, Suite 200
Alexandria, VA 22314

Re: Lead Engagement Services for the State of Victoria, Australia

Dear Ms. Loughran:

We are pleased the Victorian Government Business Office, on behalf of the State of Victoria, Australia, ["You" or "Your"] have engaged Crossroads Strategies LLC ["Crossroads Strategies", "Our" or "We"] [and together "Us"], to provide services related to developing lead engagement, investment and economic development opportunities for the State of Victoria.

This Agreement for Lead Engagement Services (the "Agreement") is entered into, effective as of the 31st day of January, 2017, (the "Effective Date") by and between Us.

By this letter of agreement and engagement, We confirm the terms and conditions of Our work to ensure a successful relationship with You.

TERM. Our service will begin on February 1, 2017, and will continue until Our Statement of Work is completed to your satisfaction, or for one [1] year from that date, provided this engagement may be cancelled by either party at any time, effective thirty [30] days after receipt by the non-cancelling party of written notice of cancellation.

FEES AND EXPENSES. We will invoice, and You agree to pay, by check, wire transfer, or direct debit within 15 days of receipt, a fee of \$10,000 (U.S.), upon successful completion of the Statement of Work. You shall reimburse Our expenses for transportation and other out-of-pocket expenses incurred during travel outside the Washington, D.C. area, specifically on behalf of the Victorian Government Business Office, with prior approval.

STATEMENT OF WORK. A specific action plan will be created and tailored to the specific needs of the Victorian Government Business Office. Crossroads Strategies will provide the following services to the Victorian Government Business Office.

1. Assign a dedicated Crossroads Strategies representative to liaise with the Victorian Government Business Office.

This personal shall be Sarah Gilmore.

2. Establish and Finalize a Prospect List – weeks 1 – 6, following engagement

Victorian Business Office, Washington, D.C.

January 31, 2017

Page 2 of 5

- Identify and compile a qualified list of prospective US companies and their relevant contacts likely to find investment in Victoria attractive.

Selection criteria for a company's inclusion in the qualified prospect list include:

- Company is reputable, is known to create highly skilled jobs and has a significant market share in their sector.
 - Company has a solid operating and financial track record. Yearly revenue shows growth and profitability.
 - Company is financially able to expand internationally without the requirement of government support.
 - There is evidence the company is considering an expansion or has a business need to expand.
 - Company has experience with foreign direct investment and/or had executed global expansions elsewhere.
 - Company has an obvious market in Australia.
 - Company can benefit by being in closer proximity to existing clients and/or suppliers already in Australia.
 - Company is active in a link of the sector value chain that is in demand by existing targeted sectors in Victoria.
 - Company has necessary capitalization or access to capital.
 - Company is approved by the Victorian Government Business Office
- Work in collaboration with Karen Loughran, Director of Defence and Aerospace, and other team members at the Victorian Government Business Office to refine the target list.
 - Develop a lead engagement communication strategy.
 - Crossroads Strategies will work with the Victorian Government Business Office to develop a clear and succinct message to illustrate the opportunities available and the appeal of investing in Victoria, Australia.

3. Conduct Outreach and Schedule Meetings –following engagement.

- Crossroads Strategies will not begin outreach activity until the qualified prospect list has been approved in writing by the Victorian Government Business Office.
- Secure meetings for Victorian Government Business Office representatives with key senior executives and/or decision-makers with at least three (3) A Level qualified U.S. investment leads.

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An A Level U.S. investment leads must meet the following criteria:

- US Company that wishes to expand to Australia with Victoria as a possible investment location.
 - Company expansion has a clear timeframe for completion (12-24 months).
 - Company expansion involves an identifiable product or service.
 - Company has sufficient size, both in capital and management capabilities to proceed with the investment.
 - Company willingness to meet with a Victorian Government Business Office representative.
 - Company budget is available for expansion project.
 - Jobs will be created as a result of the expansion.
-
- Once a meeting has been confirmed, Crossroads Strategies will create a detailed company profile and provide this information to the Victorian Government Business Office.
 - Facilitate introductions between Victorian representatives and key senior executives as well as attend meetings when requested.
 - Provide meeting summaries and follow up where appropriate.

CONFIDENTIALITY OF DOCUMENTS AND INFORMATION. We will maintain all documents furnished by You in Our client files. You may designate any such qualifying documents or information confidential, if we are promptly notified of their confidential nature, and by Your prominently stamping any such tangible materials "CONFIDENTIAL" before providing such materials. We agree to keep all such information confidential, unless otherwise instructed by You to release or disclose such materials to any third party or unless We are compelled by law, regulation, subpoena, or legal discovery to release or disclose such information. At the conclusion of this engagement (or earlier if appropriate), You will advise which, if any, of the documents in Our files, including those labeled "CONFIDENTIAL" You want returned. Otherwise, We may keep copies of those documents for our records to the extent we believe advisable. We will retain your documents in Our files for a reasonable period of time, and then destroy them under Our retention procedures, unless You request otherwise in advance.

OTHER PROFESSIONALS. In representing Your interests, We may use professionals in other consulting firms to help advance Your interests. We agree promptly to notify You of any such use in advance, including the terms of such use, and You agree promptly to provide your approval or disapproval of such use.

COMPLIANCE WITH LAWS AND REGULATIONS. You agree to cooperate to ensure Our timely and accurately filing of any necessary disclosure, registration, or other filing or undertaking

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required by law or regulation, including, without limitation, any required lobbying disclosure filings. You warrant and represent any such information We ask You to provide is truthful and complete.

GOVERNING LAW. Any dispute between Us shall be governed by and construed under the laws of the District of Columbia, except its conflicts of law rules.

DISPUTE RESOLUTION. Any disputes between Us arising from or relating to this letter engagement agreement, including the validity of this arbitration requirement, shall be submitted to binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association, in the District of Columbia. Any award of arbitration shall be confirmable as a final judgment in the Superior Court of the District of Columbia, the United States District Court for the District of Columbia, the United States District Court in which You conduct Your principal business, or any other court having jurisdiction You agree to pay Our reasonable attorneys' fees and costs for such arbitration and/or action, only if We are awarded Our outstanding balance in whole or part. Our failure to insist upon Your timely performance of Your payment and other obligations shall not waive or relinquish Our right to expect Your full performance of Your obligations under this letter engagement agreement.

COMPLETE AGREEMENT. This is the complete engagement agreement between Us. There are no other oral or written provisions not expressly contained in this engagement agreement. No changes to this engagement agreement will be binding, unless put in writing, signed by Us, and attached to this letter engagement agreement. Original, faxed, scanned, or electronic signatures will be valid and binding.

However, no part of this agreement shall override the Terms and Conditions of the Government of Victoria Department of Economic Development, Jobs, Transport and Resources (DEDJTR) Agreement for the Provision of Services Engagement Letter (Addendum A) and Agreement for Professional Services (Addendum B) as outlined in addendums A and B, and the Terms & Conditions document (Addendum C).

INVALIDITY AND ENFORCEABILITY. If any part of this engagement agreement is declared invalid or unenforceable by any court, arbitrator, or other body of competent jurisdiction, at Our election, the remaining parts of this engagement agreement will remain in full force and effect. Any ambiguities in this engagement agreement will not be construed against Us.

SUCCESSORS AND ASSIGNS. This engagement agreement will be binding upon and inure to the benefit of Us, and our respective successors, assigns, and legal representatives.

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NOTICE. Any notice given under this agreement must be sent by U.S. Certified Mail, overnight courier with proof of delivery, or by electronic media with proof of delivery, to the corresponding address below:

If to Crossroads Strategies LLC:

Shay M. Hancock, Partner

440 First Street NW, Suite 440
Washington, DC 20001

shay@capitolstrategies.com

If to Government of Victoria :

Karen Laughran

1940 Duke St, Ste 200

Alexandria, VA 22314

karen.laughran@ecodev.vic.
(Email address) gov.au

If this engagement agreement meets with your approval, please print it out, sign it in the space provided below, scan and send your signature page to us.

Very truly yours,



Shay M. Hancock, Partner
Crossroads Strategies LLC
440 First St NW, Suite 440
Washington, DC 20001

AGREED, ACCEPTED, AND EFFECTIVE THIS 1 DAY OF February, 2017.

Government of Victoria [Client Name]

By M. K. Del.
Its Authorized Agent

ADDENDUM C - TERMS & CONDITIONS

ATTACHMENT 3

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise: Commencement Date means the date, if any, set out in the Engagement Letter;

Completion Date means the date set out in the Engagement Letter;

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Service Provider in the course of providing the Services but does not include the Service Provider's internal working documents;

Department's Representative means the person set out in the Engagement letter or the person from time to time acting in his or her position or nominee in his or her absence as the representative of the Department for the purposes of this Agreement;

Fees means the moneys to be paid to the Service Provider in consideration for performance of the Services as designated in Attachment 2 (Payment Terms);

Information Privacy Principles means the principles so identified and set out in the Information Privacy Act 2000 (Vic);

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Laws means:

- (a) the law in force in the District of Columbia and the federal laws of the United States of America; and
- (b) ordinances, regulations and by-laws of relevant government, semi-government or local authorities;

Pre-Existing Intellectual Property means any and all Intellectual Property Rights in any works, items or systems which are the property of the Service Provider and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services;

Services means the services described in Attachment 1 (Services);

Service Provider's Representative means the addressee as set out in the Engagement Letter as the representative of the Service Provider for the purposes of this Agreement; Term means period from the Commencement Date until the Completion Date as may be extended by the Department under clause 3.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting one gender (including neutral pronouns) include the others;
- (c) "dollars" or "\$" is a reference to the lawful currency of Australia and "US dollars" or "US\$" is a reference to the lawful currency of the United States of America;
- (d) the words "include", "includes" or "including" are to be read as if followed by the words "without limitation";
- (e) words denoting persons include a partnership and a body whether corporate or otherwise;
- (f) references to a recital, clause, schedule or attachment is a reference to a recital, clause, schedule or attachment to this Agreement;
- (g) a cross-reference to a clause number is a reference to all its sub-clauses;
- (h) the attachments and schedules to this Agreement and any documents included by reference in this Agreement must be incorporated into and be read and construed as part of this Agreement;
- (i) if a word is defined, other parts of speech and grammatical forms have corresponding meanings;
- (j) "document" has the same meaning as given in the Evidence Act 1958 (Vic) as amended from time to time;
- (k) references to a party to this Agreement includes the executors, administrators, successors and permitted

- (l) if a party to this Agreement consists of more than one person those persons must be jointly and severally bound under this Agreement;

- (m) any remedy, power or entitlement given to the Department in any clause of this Agreement is in addition to any remedy, power or entitlement which the Department may have under any other clause or clauses of this Agreement or under any Law;

- (n) clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer;

- (o) in the interpretation of these terms, no rule of construction will apply to disadvantage a party because that party proposed a provision of these terms; and

- (p) any ambiguity or inconsistency in the documents comprising this Agreement must be referred to the Department's Representative who will determine the interpretation that prevails.

1.3 Precedence of documents

To the extent of any inconsistency, the documents comprising this Agreement must be read in the following order of precedence:

- (a) these Terms and Conditions;
- (b) the Engagement Letter;
- (c) Attachment 1 (Scope of Services);
- (d) Attachment 2 (Payment Terms);
- (e) the remaining Schedules and Attachments to this Agreement, if any.

2. SERVICES

- 2.1 The Service Provider must provide the Services to the Department in accordance with the terms of this Agreement.

- 2.2 In performing its obligations under this Agreement, the Service Provider must exercise due care, skill and judgement and at all times act in accordance with professional principles and the standards of a competent professional provider of services similar to the Services and ensure that the Services are adequate and suitable for the purposes for which they are required..

3. TERM

- 3.1 Subject to the provisions of this Agreement the Service Provider must:

- (a) commence the Services by the Commencement Date and complete the Services by the Completion Date; and
- (b) submit all reports and complete the particular tasks which constitute part of the Services on or before any dates specified in this Agreement for submission of reports or completion of tasks.

- 3.2 The Department may, in its absolute discretion, extend the dates for the submission of reports or the completion of tasks.

- 3.3 The Department may in its absolute discretion, by notice in writing to the Service Provider, extend the Completion Date.

- 3.4 Unless otherwise agreed in writing by the Department, an extension to the dates for submission of reports or the completion of tasks, or the Completion Date under this clause 3 will not entitle the Service Provider to claim an adjustment to the Fees or relieve the Service Provider of its obligations under this Agreement.

4. PAYMENT

- 4.1 In consideration of the performance by the Service Provider of its obligations arising under this Agreement, the Department will pay the Fees to the Service Provider for the Services in accordance with the terms set out in Attachment 2 (Payment Terms).

- 4.2 Unless expressly provided otherwise in Attachment 2 (Payment Terms), the Fees are inclusive of all costs and expenses that may be incurred by the Service Provider, whether foreseen or unforeseen including insurance, duties, imposts and taxes.

- 4.3 Invoices must comply with the requirements of all applicable Laws and specify:

- (a) the name of the Department's Representative and the Department's reference number;
- (b) the Fees due to the Service Provider and the basis for their calculation;

ADDENDUM C - TERMS & CONDITIONS

ATTACHMENT 3

- (d) a description (including quantity where relevant) of the Services delivered;
- (e) if a discount is applicable, the discounted price; and
- (f) the Service Provider's address for payment.
- 4.4 Payment of an invoice is not:
- (a) evidence or an admission that the Services have been provided in accordance with the Agreement;
- (b) evidence of the value of the Services;
- (c) an admission that the Services invoiced were satisfactorily performed or the expenses reimbursed properly incurred;
- (d) an admission of liability; or
- (e) acceptance or approval of the Service Provider's performance.
- but must be taken only as a payment on account.
- 4.5 The Department may set off against any sum owing to the Service Provider any amount owing by the Service Provider to the Department.
- 4.6 The Department will, on receipt of a written notice from the Service Provider, to be clearly headed "Fair Payments Policy - Penalty Interest Claim", pay simple interest on any Overdue Amount (for the period from the date of receipt of the notice until the date of payment) at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- 4.7 For the purposes of clause 4.6, "Overdue Amount" means an amount (subject to clauses 4.5 and 4.8) that has been outstanding for more than thirty (30) days from the date of receipt by the Department of the invoice properly rendered by the Service Provider and:
- (a) that is due and owing under that invoice; and
- (b) that is not disputed by the Department within thirty (30) days of the receipt of the invoice. A dispute of an invoice under this clause may relate to:
- (i) the amount owing; or
- (ii) the adequacy of the Services provided for which payment has been sought.
- 4.8 The Department will, from the date of resolution of any dispute for which payment has been delayed under clause 4.7(b), have a further thirty (30) days in which to pay the amount agreed or determined to be owing to the Service Provider, after which time, such amount will be deemed to be an "Overdue Amount" for the purposes of clause 4.6 and the Service Provider may serve a notice to the Department in accordance with clause 4.8.
- 4.9 No interest will be payable under clause 4.6 unless the written notice is received by the Department within thirty (30) days from the expiration of the thirty (30) day period stated in clause 4.7.
- 4.10 The Service Provider's written notice under clause 4.6 must be addressed and delivered in accordance with the provisions of clause 21 of this Agreement to the Department's Representative.
- 4.11 Sub-clauses 4.6, 4.7, 4.8, 4.9 and 4.10, apply only if:
- (a) the Victorian Government Fair Payments Policy is applicable to this Agreement; and
- (b) the Fees do not exceed \$3,000,000.
- 5. REPRESENTATIVES**
- 5.1 The Department appoints the Department's Representative, as the person with whom the Service Provider or the Service Provider's Representative is to consult at all times and whose instructions, requests and decisions are, subject to clause 5.2, binding upon the State as to all matters pertaining to this Agreement.
- 5.2 The powers and functions of the Department under clauses 17.1, 18.2, 22.4, 22.5 and 22.6 must be carried out by the relevant Minister, the signatory to this Agreement for the Department or person acting in the equivalent position to the signatory or any person senior in line management.
- 5.3 The Service Provider appoints the Service Provider's Representative as the person with whom the Department or the Department's Representative is to consult at all times and whose decisions are binding upon the Service Provider as to all matters pertaining to this Agreement.
- 6. REVIEW AND CONSULTATION**
- 6.1 The Service Provider must:
- (a) supply to the Department such documents and information with respect to the progress of the Services as it may from time to time require; and
- (b) cooperate with the Department its employees
- 6.2 Nothing in clause 6.1 limits the Service Provider's obligations under this Agreement.
- 7. PERSONAL SERVICES**
- 7.1 If the Department and the Service Provider have agreed in writing (as set out in this Agreement or otherwise) that some or all of the Services are to be performed by a specified person or persons, then:
- (a) the Service Provider must ensure that the Services or that part of the Services is performed by the person or persons specified; and
- (b) the Service Provider may only remove or replace such persons with the consent of the Department which will not be unreasonably withheld.
- 8. CONFLICT OF INTEREST**
- 8.1 The Service Provider warrants that to the best of its knowledge and belief having made all diligent inquiries, no conflict of interest exists in relation to this Agreement or is likely to arise during the Term.
- 8.2 The Service Provider must promptly inform the Department of any matter connected with this Agreement that may give rise to an actual or potential conflict of interest at any time during the Term and must immediately take action to appropriately address any conflict to the satisfaction of the Department.
- 9. CONFIDENTIALITY**
- 9.1 The Service Provider must not communicate, publish or release or permit the communication, publication or release of any information, data or document acquired, collated or developed for the purpose of or in connection with the Services except:
- (a) to the Department;
- (b) for the purpose of or in connection with the performance of the Service Provider's obligations pursuant to the terms of this Agreement;
- (c) to the Service Provider's lawyers or other professional advisers that are under a duty of confidentiality;
- (d) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
- (e) where the disclosure is required by Law.
- 9.2 On or before the expiry of the Term, the Service Provider if so directed by the Department must subject to clause 9.3:
- (a) deliver to the Department all information, documents and other material received from or through the Department;
- (b) delete and render irrecoverable any form of electronic or other record and information or program and shred and dispose of all documents and materials whether original or copy that were created, collected or otherwise received in the course of this Agreement or pursuant to its terms and which contain:
- (i) details relating to the formulation of government policy or otherwise in relation to the deliberative processes involved in the functions of the Department or State Government agency or Minister;
- (ii) details regarding the personal affairs of any person;
- (iii) details regarding the commercial operations of the Department, State or other entity;
- (iv) information relating to litigation, a dispute or potential litigation or dispute;
- (v) information conveyed in confidence or which by its nature would reasonably be regarded as confidential; or
- (vi) any information that would be exempt from release (if in the possession of the Department) within the meaning of the *Freedom of Information Act 1982* (Vic).
- 9.3 The Service Provider may, for its own internal purposes, retain its working papers prepared in connection with the Services and a copy of the reports, advice and other deliverables provided to the Department in accordance with this Agreement, subject to maintaining the confidentiality obligations set out in this clause 9.
- 9.4 The Service Provider consents to the Department publishing (on the Internet or otherwise) the name of the Service Provider and the actual or estimated contract value together with conditions of this Agreement generally.

ADDENDUM C - TERMS & CONDITIONS

ATTACHMENT 3

Rights which may be used by It in connection with the provision of the Services.

- 10.2 Subject to clauses 10.4 and 10.5, all Contract Intellectual Property vests in and is the property of the Department from the time of its creation. The Service Provider hereby irrevocably and unconditionally assigns to the Department, free of additional charge, all of its right, title and interest in and to the Contract Intellectual Property, and the Service Provider must sign all documents and do all things reasonably required to ensure that such assignment is effected.
- 10.3 The Service Provider must procure from all of its employees, contractors, subcontractors and agents and other third parties who are authors or makers of any Contract Intellectual Property (and must procure that any contract with any third party for the creation of any Contract Intellectual Property includes a provision that requires such person to obtain from its employees, contractors, subcontractors and agents) a written assignment of all Intellectual Property Rights of the employee, subcontractor or agent in the Contract Intellectual Property as necessary to give effect to clauses 10.1 and 10.2, and a written consent from all individuals involved in the creation of any Contract Intellectual Property irrevocably consenting to the Department exercising its rights in the Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals.
- 10.4 All Pre-Existing Intellectual Property used and identified to the Department by the Service Provider in connection with the provision of the Services or the creation of Contract Intellectual Property remains the property of the Service Provider or its licensors.
- 10.5 The Service Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property for its own purposes to the extent that such Pre-Existing Intellectual Property forms part of, or is integral to, any works or other items created by the Service Provider in connection with the provision of Services or the creation of Contract Intellectual Property.
11. **NEGATION OF EMPLOYMENT**
- 11.1 The Service Provider is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Service Provider as an agent or employee of the Department, and the Service Provider will not have any authority to incur and must not incur any obligation or make or purport to make any representation on behalf of the Department except with the express written instructions of the Department.
12. **INDEMNITY AND RELEASE**
- 12.1 The Service Provider releases and indemnifies the Department, its employees, contractors, subcontractors and agents against any:
- (a) cost or liability incurred by the Department;
 - (b) loss of or damage to the Department's property; or
 - (c) loss or expense incurred by the Department in dealing with any claim against the Department, including legal costs and expenses on a solicitor/town client basis and a cost of time spent, resources used, or disbursements paid by the Department;
- arising from:
- (d) any act or omission by the Service Provider, or any of the Service Provider's employees, contractors, subcontractors or agents in connection with the Services or this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
 - (e) any breach by the Service Provider of this Agreement; or
 - (f) the use by the Department, its employees, contractors, subcontractors and agents of reports or other material provided under this Agreement, including any claims by third parties about the ownership or right to use Intellectual Property in the reports or material,
- except to the extent that the Department or its employees, contractors, subcontractors or agents has caused or contributed to such cost, loss, damage, or liability.
13. **RECORDS**
- 13.1 The Service Provider must, for a period of seven (7) years after the Services have been completed:

and explanation of all claims for payment made by the Service Provider under this Agreement and all expenditure by the Service Provider of moneys received by it from the Department under this Agreement; and

- (b) permit the Department's Representative or any person authorised by the Department access at all reasonable times to:
 - (i) all relevant operating records necessary to establish that all claims for payment made by the Service Provider and all moneys paid to the Service Provider under the terms of this Agreement are or have been properly accounted for; and
 - (ii) any documents produced in connection with the Services.

14. **COMPLIANCE WITH LAWS AND POLICIES**

- 14.1 The Service Provider must observe all Laws and such relevant State Government policies as may be notified by the Department to the Service Provider.
- 14.2 If the Service Provider is performing functions and duties on behalf of the Department, and the Service Provider or any of its employees, contractors, subcontractors or agents are based at the Department's premises, the Service Provider and its employees, contractors, subcontractors and agents must, throughout the Term, observe the Code of Conduct (for Victorian Public Sector Employees) and such other relevant State Government policies as may be notified by the Department to the Service Provider.

15. **PRIVACY**

- 15.1 The Service Provider acknowledges and agrees that it will be bound by the Information Privacy Principles and/or any applicable code of practice as the Department may have approved under the *Information Privacy Act 2000* with respect to any act done or practice engaged in by the Service Provider for the purposes of this Agreement in the same way and to the same extent as the Department would have been bound by the Information Privacy Principles or any such applicable code of practice in respect of that act or practice had it been directly done or engaged by the Department.

16. **NOT USED**17. **TERMINATION**

- 17.1 The Department may at any time, upon giving fourteen (14) days notice in writing to the Service Provider, terminate the Agreement or reduce the scope of Services to be provided under this Agreement.
- 17.2 If the Department has served a notice under clause 17.1:
- (a) the Service Provider must cease work according to the notice and must immediately do everything possible to mitigate any losses; and
 - (b) the Department will only be liable to pay the Service Provider for:
 - (i) the Services carried out prior to the date of termination; and
 - (ii) an amount equal to the extra costs necessarily incurred by the Service Provider as a direct result of the termination and which the Department assesses as fair and reasonable to cover the reasonable actual costs incurred or committed by the Service Provider (as a binding legal contractual commitment) prior to the date of the notice to terminate,
- provided always that the Service Provider will not be entitled to any other compensation whatsoever in respect of the termination of this Agreement, including for loss of prospective profits or income foregone whether with respect to the Services under this Agreement or otherwise.
- 17.3 The total of all moneys payable by the Department to the Service Provider (pursuant to clause 17.2 or otherwise in connection with this Agreement or the Services) must not exceed the full Fees that would have applied to the Services as provided in Attachment 2 (Payment Terms).
- 17.4 On termination of this Agreement the Service Provider must within seven (7) days after receipt of a request by the Department, deliver to the Department all the documents and other material produced by the Service Provider in connection with the Agreement subject to the Service Provider's right to retain working papers as set out in

ADDENDUM C - TERMS & CONDITIONS

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18. TERMINATION FOR BREACH

18.1 If the Service Provider commits a breach of this Agreement, whether by failing to perform any part of the Services, failing to comply with any requirement or condition of this Agreement or otherwise, the Department must, before exercising any rights the Department may have under this Agreement or otherwise in respect of such a breach, give written notice to the Service Provider specifying the breach and directing its rectification in the period specified in the notice, not being a period less than fourteen (14) days from the date of service of the notice.

18.2 If the Service Provider:

- (a) fails to rectify the breach within the period specified in the notice issued under clause 18.1; or
- (b) commits a material breach of this Agreement and in the reasonable opinion of the Department such breach cannot be remedied; or
- (c) being a partnership, company or other composite body undergoes a change in its structure which, in the reasonable opinion of the Department, limits the capacity of the Service Provider to provide Services or precludes the Service Provider from carrying out its obligations and duties under this Agreement; or
- (d) goes into liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors,

the Department may immediately terminate the Agreement or any part thereof by notice in writing to the Service Provider.

18.3 Any termination by the Department of the Agreement pursuant to clauses 18.2 is without prejudice to any other right of the Department, and without liability to pay damages, compensation or any other termination payment other than money properly due to the Service Provider for work performed or Services provided under the Agreement before the termination. In the event of termination under any of those clauses:

- (a) the Service Provider must return documentation and materials in accordance with clause 17.4; and
- (b) the Department may withhold payment of Fees that may be payable to the Service Provider pending completion of the Services by some other contractor or persons.

18.4 Should the Department incur an additional expense as a result of any breach of this Agreement by the Service Provider, including any expense involved in performing or completing the Services either by the Department or any other party, the amount of such additional expense, together with any other loss sustained by the Department will be a debt due from the Service Provider to the Department and, without prejudice to any other right of the Department, may be deducted from any Fees outstanding to the Service Provider.

19. SUBCONTRACTORS

19.1 The Service Provider must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.

20. INSURANCE

20.1 Unless otherwise agreed in writing by the Department, the Service Provider must effect and maintain following:

- (a) professional indemnity insurance in an amount of not less than five million dollars per occurrence from the date on which it commences the Services until seven (7) years after the Services have been completed or other period as may be accepted by the Department in writing; or
- (b) comprehensive general liability insurance in an amount of not less than ten million dollars per occurrence for the duration of the period in which the Services are provided; and
- (c) workers compensation insurance for all employees or workers performing the Services on behalf of the Service Provider, as mandated under applicable state law.

21. NOTICES

21.1 Any notice required by or permitted under this Agreement will be deemed to be duly served if delivered to:

(a) the Department at its address for service as set out in the Engagement Letter or such other address as is notified in writing by the Department.

(b) the Service Provider at its address as set out in the Engagement Letter or such other address as is notified in writing by the Service Provider to the Department.

21.2 Notices may be delivered by hand, by prepaid mail, or by facsimile or electronic mail.

22. GENERAL

22.1 (Applicable Laws) Nothing in this Agreement is intended to affect or restrict in any way, the rights and obligations of parties under any applicable Laws which the parties are not permitted to contract out of.

22.2 (Entire Agreement) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. If the Service Provider's proposal to the Department contains terms and conditions that are not a description of the Services or how the Services will be carried out, such terms and conditions will not form part of this Agreement.

22.3 (Severance) Each provision of this Agreement (and each part thereof) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.

22.4 (Waiver) A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

22.5 (Variation) No agreement or understanding varying or extending this Agreement including the Fees will be legally binding upon either party unless in writing signed by both parties.

22.6 (Assignment) The Service Provider must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.

22.7 (Retrospectivity) The parties agree that this Agreement will apply to any services in connection with the Services carried out by the Service Provider prior to the execution of this Agreement, as if those services had been carried out under this Agreement.

22.8 (Timely performance) Time is of the essence in relation to the provision of Services under this Agreement.

22.9 (Counterparts) This Agreement including any variations may be executed in counterparts. All counterparts together constitute one instrument.

22.10 (Governing Law & Jurisdiction) This Agreement will be governed by the laws of the State of [insert name of appropriate USA State] and the federal laws of the United States of America. The parties submit themselves to the jurisdiction of the courts in the State of [insert name of appropriate USA State].

22.11 (Survival) Each of clauses 1, 9, 10, 11, 12, 13, 15.1, 17.4, 18.3, 18.4, 20.1 and 22 survive the termination or expiry of this Agreement.